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Attorneys for Plaintiff and Counter Defendant
 UTICA Mutual Insurance Company

IN THE UNITED STATES DISTRICT COURT

FOR THE NORTHERN DISTRICT OF CALIFORNIA - SAN FRANCISCO

UTICA MUTUAL INSURANCE
 COMPANY,

Plaintiff,

v.

HAMILTON SUPPLY COMPANY
 INCORPORATED, a California
 corporation,

Defendant;

LIBERTY MUTUAL INSURANCE
 COMPANY,

Defendant-in-Intervention,

LIBERTY MUTUAL INSURANCE
 COMPANY,

Counter Claimant,

v.

UTICA MUTUAL INSURANCE
 COMPANY, ET AL.,

Counter Defendant.

CASE NO.: 3:06-cv-07846-SI

UTICA MUTUAL INSURANCE
 COMPANY'S AND LIBERTY
 MUTUAL INSURANCE COMPANY'S
 STIPULATION TO STAY ACTION

Complaint Filed: December 22, 2006
 Trial Date: December 15, 2008

Assigned For All Purposes: Hon. Susan
 Illston

Referred to Chief Magistrate Judge James
 Larson for Settlement.

Plaintiff and Counter Defendant UTICA MUTUAL INSURANCE COMPANY
 and Defendant-in-Intervention and Counter Claimant LIBERTY MUTUAL
 INSURANCE COMPANY, by and through their attorneys of record:

1 Whereas UTICA MUTUAL INSURANCE COMPANY and LIBERTY
2 MUTUAL INSURANCE COMPANY each issued comprehensive general liability
3 insurance policies to HAMILTON SUPPLY COMPANY; and

4
5 Whereas various plaintiffs have filed lawsuits against HAMILTON SUPPLY
6 COMPANY for injuries sustained as a result of exposure to asbestos; and

7
8 Whereas UTICA MUTUAL and LIBERTY MUTUAL have been defending
9 HAMILTON SUPPLY under a cost sharing agreement with other insurers; and

10
11 Whereas UTICA MUTUAL filed this action against HAMILTON SUPPLY
12 seeking reformation and declaratory relief; and

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14 Whereas UTICA MUTUAL asserted that HAMILTON SUPPLY had
15 misrepresented its asbestos exposures when it sought to purchase the policy from
16 UTICA MUTUAL; and

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18 Whereas UTICA MUTUAL asserted that HAMILTON SUPPLY failed to
19 cooperate in the defense of the various asbestos lawsuits filed against it; and

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21 Whereas HAMILTON SUPPLY did not file a responsive pleading, but
22 LIBERTY MUTUAL intervened in the lawsuit and filed a counterclaim; and

23
24 Whereas all of the underlying asbestos cases have settled except one, and

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26 Whereas the parties believe it would be in the interest of justice and in the
27 interest of judicial economy to stay this action, to avoid the expense and time of
28 discovery and litigation, and to enable the parties to determine whether the issues

1 raised in the underlying lawsuit are of sufficient magnitude and gravity as to merit the
2 continued litigation this lawsuit;

3
4 Therefore, UTICA MUTUAL and LIBERTY MUTUAL hereby stipulate as
5 follows:

6
7 1. Effective upon execution of this stipulation, and subject to the Court
8 issuing an order granting the terms of the stipulation, the parties agree to stay this
9 lawsuit for 180 days;

10
11 2. The parties agree to continue trial to date mutually convenient to the Court
12 and themselves, in or around July 2009;

13
14 Dated: Oct. 2, 2008

SELVIN WRAITH HALMAN LLP

15
16 By: 

17 Gary R. Selvin
18 Attorney for Plaintiff and Counter
Defendant
UTICA Mutual Insurance Company

19 Dated: 9-29-08

McCURDY & FULLER LLP

20
21 By: 

22 Mr. Kevin G. McCurdy
23 Bronwen Lacey
24 Attorneys for Defendant-in-Intervention
25 Liberty Mutual Insurance Company
26
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28

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Attorneys for Plaintiff and Counter Defendant
 UTICA Mutual Insurance Company

IN THE UNITED STATES DISTRICT COURT
 FOR THE NORTHERN DISTRICT OF CALIFORNIA - SAN FRANCISCO
 DIVISION

UTICA MUTUAL INSURANCE
 COMPANY,

Plaintiff,

v.

HAMILTON SUPPLY COMPANY
 INCORPORATED, a California
 corporation,

Defendant;

LIBERTY MUTUAL INSURANCE
 COMPANY,

Defendant-in-Intervention,

LIBERTY MUTUAL INSURANCE
 COMPANY,

Counter Claimant,

v.

UTICA MUTUAL INSURANCE
 COMPANY, ET AL.,

Counter Defendant.

CASE NO.: 3:06-cv-07846-SI

[PROPOSED] ORDER GRANTING
 UTICA MUTUAL INSURANCE
 COMPANY'S AND LIBERTY
 MUTUAL INSURANCE COMPANY'S
 STIPULATION TO STAY ACTION

Complaint Filed: December 22, 2006
 Trial Date: December 15, 2008

Assigned For All Purposes: Hon. Susan
 Illston

Referred to Chief Magistrate Judge James
 Larson for Settlement.

Based on the parties UTICA MUTUAL INSURANCE COMPANY'S and
 LIBERTY MUTUAL INSURANCE COMPANY'S Stipulation to Stay Action;

1 IT IS SO ORDERED. This action is stayed until April 1, 2009. Trial is
2 continued to July 6, 2009. The Court sets a status conference for April 17, 2009.
3 at 2:30 p.m. The pretrial conference shall occur on June 23, 2009 at 3:30 p.m.

4 Dated:


Judge Susan Hinton
United States District Court Judge

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|-------------------|--|
| Re: | UTICA Mutual Insurance v. Hamilton Supply Company, Inc. |
| Court: | Northern District of California - San Francisco |
| Action No. | 3:06-CV-07846-SI |

PROOF OF SERVICE

I declare that I am over the age of 18, am not a party to the above-entitled action, and am an employee of Selvin Wraith Halman LLP whose business address is 505 14th Street, Suite 1200, Oakland, Alameda County, California 94612.

On October 2, 2008, I served the following document(s):

UTICA MUTUAL INSURANCE COMPANY'S AND LIBERTY MUTUAL INSURANCE COMPANY'S STIPULATION TO STAY ACTION;

[PROPOSED] ORDER GRANTING UTICA MUTUAL INSURANCE COMPANY'S AND LIBERTY MUTUAL INSURANCE COMPANY'S STIPULATION TO STAY ACTION

By ELECTRONIC FILE TRANSFER TO ECF FILE & SERVE: By transmitting a true copy the document(s) listed above for service on all parties in this case pursuant to applicable statutes, local rules and/or order of this Court.

Mr. Kevin G. McCurdy
McCurdy & Fuller LLP
1080 Marsh Road, Suite 110
Menlo Park, CA 94025-1022
Telephone No.: (650) 618-3500
Fax No.: (650) 618-3599
Email: kevin.mccurdy@mccurdylawyers.com

Attorneys for Defendant-in-Intervention:
Liberty Mutual Insurance Company

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: October 2, 2008

/s/ Marisa Shelby
Marisa D. Shelby